



# TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

## MEETING MATERIALS

April 5, 2012

CALTRANS

BAY AREA TOLL AUTHORITY

CALIFORNIA TRANSPORTATION COMMISSION





## *Letter of Transmittal*

**TO:** Toll Bridge Program Oversight Committee  
(TBPOC)

**DATE:** March 28, 2012

**FR:** Program Management Team (PMT)

**RE:** TBPOC Conference Call Materials Packet – April 5, 2012

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Herewith is the TBPOC Conference Call Materials Packet for the April 5<sup>th</sup> conference call. The packet includes memoranda and reports that will be presented at the conference call. A Table of Contents is provided following the Agenda to help locate specific topics.



## *Final Agenda*

**TBPOC CONFERENCE CALL  
April 5, 2012, 10:00am – 11:00am  
TBPOC/PMT pre-briefing: 10:00am – 10:30am  
TBPOC meeting: 10:30am – 11:00am**

	<b>Topic</b>	<b>Presenter</b>	<b>Time</b>	<b>Desired Outcome</b>
<b>1.</b>	<b>CHAIR'S REPORT</b>	S. Heminger, BATA		Information
<b>2.</b>	<b>CONSENT CALENDAR</b> a. Contract Change Orders (CCOs): 1) Yerba Buena Island Transition Structures (YBITS) No. 1 CCO 72-S2 (Milestone 1 Incentive, Work Suspension & Extension Days)*	D. Noel, CTC		Approval
<b>3.</b>	<b>PROGRAM ISSUES</b> a. Bridge East Span Opening – MOU Status*  b. Public Information Office Contract Update	A. Fremier, BATA S. Maller, CTC  T. Anziano, CT	20 min  5 min	Approval  Information
<b>4.</b>	<b>SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES</b> a. Oakland Touchdown (OTD) No. 2 Re-bid Update*	T. Anziano, CT/ P. Lee, BATA	5 min	Information
<b>5.</b>	<b>OTHER BUSINESS</b>			
❖ <b>Next TBPOC Meeting: April 17, 2012, 10:00 AM – 12:00 PM</b> <b>1771 Vineyard Drive, Antioch</b>				

\* Attachments

❖ Subject to PIO confirmation

## *Table of Contents*

### **TBPOC CONFERENCE CALL April 5, 2012**

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<b>2</b>	<b>2</b>	<b>CONSENT CALENDAR</b> a. Contract Change Orders (CCOs): 1) Yerba Buena Island Transition Structures (YBITS) No. 1 CCO 72-S2 (Milestone 1 Incentive, Work Suspension & Extension Days)*
<b>3</b>	<b>3</b>	<b>PROGRAM ISSUES</b> a. Bay Bridge East Span Opening – MOU Status* b. Public Information Office Contract Update
<b>4</b>	<b>4</b>	<b>SAN FRANCISCO-OAKLAND BAY BRIDGE UPDATES</b> a. Oakland Touchdown (OTD) No. 2 Re-bid Update*
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\* Attachments



## **ITEM 1: CHAIR'S REPORT**

**No Attachments**

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** March 28, 2012

**FR:** Dina Noel - Assistant Deputy Director, CTC

**RE:** Agenda No. - 2a1  
Item- Consent Calendar  
Contract Change Orders (CCOs)  
Yerba Buena Island Transition Structures (YBITS) No. 1 CCO No. 72-S2 – Milestone 1 Incentive, Work Suspension and Extension Days

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**Recommendation:**  
**APPROVAL**

**Cost:**

CCO 72-S0:	\$12,181,065.00	Approved February 24, 2011
CCO 72-S1:	\$ 9,448,480.00	Approved December 1, 2011
CCO 72-S2:	\$ 300,000.00	

**Schedule Impacts:**

Consistent with planned SAS Seismic Safety Opening

**Discussion:**

CCO 72-S2 in the amount \$300,000 will compensate the contractor for vacating the WB Hinge K area of the YBITS structure more than 10 days before the May 1, 2012 milestone date established for Milestone 1 under CCO 72-S1. The payment represents the maximum incentive for Milestone 1 as approved by the TBPOC on December 1, 2011. The change order also suspends work on YBITS for 4 weekends over the March through July 2012 period and provides a 25-day extension to the pre-stressing milestone, Milestones 2 & 3 and the Designated Portions of Work 2 and 3 that were established under CCO 72-S0, CCO 72-S1 and the original contract, respectively.

Change Order No. 72, Supplement No. 0 established a milestone to complete the pre-stressing of both the westbound and eastbound frames of the structure. Change Order No. 72, Supplement No. 1 established additional milestones to complete the remaining work at the eastern most portion of the bridge and vacate the area to allow the area to be used by the adjacent Self-Anchored Suspension (SAS) Bridge contract (01-0120F4). The change orders included incentive payments totaling to \$9,300,000 to complete the work prior to the established milestone dates.

## *Memorandum*

The change orders have resulted in the contractor working extended shifts, double shifts and weekends in order to achieve the milestone incentive payments with this work taking place since February of 2011. Work will continue through the end of this year before all milestones have been met. As the work has progressed for over a year, it has become a concern that fatigue could become a factor on the jobsite which could result in unsafe work conditions. In order to proactively address this concern, this change order proposes to suspend the contract work over 4 intermittent weekends over the next 5 months in order to provide extended periods of rest for the trade laborers and Department field staff. A total of 8 days shall be suspended over the 4 weekends.

The 25-day time extension to be provided to the pre-stressing milestone, Milestones 2 and 3 and the Designated Portions of Work 2 and 3 shall push the release of the eastbound Hinge K area to the SAS contract from September 22 to October 17, 2012 and push the "Ready for Traffic" dates for the WB and EB YBITS structures (DP2 & DP3) from May 2 to May 27, 2013 and from June 19 to July 14, 2013, respectively. The 25-day extension will resolve all delays stemming from the 8 temporary suspension days ordered under this change order and all other Department delays incurred through February 29, 2012. These delays pertain to modifications ordered to the eastbound Frame 2 falsework and the ordered removal of westbound Frame 2 falsework which were each required to coordinate construction activities between the YBITS1 and SAS contracts. Any direct costs associated with the ordered work shall be addressed under separate change orders.

With the 25-day time extension provided under this change order, the milestone incentive date to release the eastbound Hinge K area to the SAS contract is October 17, 2012. The current progress schedule supports this turnover date. It is anticipated that one to two weeks of weather day extensions may extend the Hinge K release date to late October 2012. This date provides approximately one month of float to the current December 1, 2012 date specified within the SAS contract for the receipt of the eastbound Hinge K area.

### Risk Management:

The \$300,000 incentive payment provided under CCO 72-S2 is accounted for within the YBITS1 contract as a part of the \$9,300,000 maximum incentive payment approved by the TBPOC under CCO 72-S0 and CCO 72-S1. In addition, the 25-day time extension



## *Memorandum*

provided to the milestones will be provided at no cost. As such, no risk management discussion is required.

**Attachment(s):**

1. Draft CCO: 72-S2
2. Draft CCO Memo: 72-S2
3. Approved CCO & CCO Memo 72-S0 & 72-S1
4. YBITS1 Milestone Summary

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

<b>CCO 72</b>	<b>Suppl. No. 2</b>	<b>Contract No. 04 - 0120S4</b>	<b>Road SF-80-12.7/13.2</b>	<b>FED. AID LOC.: NO FED AID</b>
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**To: M C M CONSTRUCTION INC**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

In accordance with Section 8-1.05, "Temporary Suspension of Work", of the Standard Specifications, the Contract work shall be suspended on the eight (8) days listed below:

March 3, 2012	May 19, 2012
March 4, 2012	May 20, 2012
April 21, 2012	July 28, 2012
April 22, 2012	July 29, 2012

During these days, all construction activities shall be suspended with no work taking place except for any activities specifically required to remain in compliance with any safety regulations or the Contract's Storm Water Pollution Prevention Plan (SWPPP). Any other work performed shall be specifically approved by the Engineer.

A determination of a commensurate time extension due to this change order and all Department delays incurred through February 29, 2012, as it pertains to the prestressing milestone established under Contract Change Order No. 72, Supplement No. 0, Milestones 2 and 3 established under Contract Change Order No. 72, Supplement No. 1, and to the Designated Portion of the Work 2 and Designated Portion of the Work 3 as defined under Section 4, "Beginning of Work, Time of Completion, and Liquidated Damages", of the Contract Special Provisions has been made in accordance with Section 8-1.07, "Liquidated Damages", of the Standard Specifications and Section 10-1.22, "Progress Schedule (Critical Path Method)", of the Special Provisions. There shall be a twenty-five (25) day time extension to the completion of the milestones and designated portions of work as a result of this change.

Based on the twenty-five (25) day time extension provided under this change order and the time extensions granted under Contract Change Orders No. 72, Supplement No. 1, the \$50,000.00 calendar day incentive based on the Contractor achieving the completion of the prestressing of all frames as defined under Change Order No. 72, Supplement No. 0, shall be paid for each calendar day prior to April 13, 2013, that the prestressing is completed. The maximum incentive shall not exceed \$7,500,000.00.

Based on the twenty-five (25) day time extension provided under this change order, the completion dates associated with Milestone 2 and Milestone 3 as defined under Contract Change Order No. 72, Supplement No. 1, shall be adjusted as listed below:

Milestone 2 - November 26, 2012  
Milestone 3 - January 25, 2013

The incentive payments for completion of the milestone work prior to the established milestone dates shall be based off of these adjusted dates. The maximum incentive for Milestone 2 and Milestone 3 shall not exceed \$1,200,000.00 and \$300,000.00 respectively.

Based on the twenty-five (25) day time extension provided under this change order, the completion dates associated with the Designated Portion of the Work 2 and Designated Portion of the Work 3 shall be adjusted as listed below:

Designated Portion of Work 2 - May 27, 2013  
Designated Portion of Work 3 - December 11, 2013

The Designated Portion of Work 3 shall be completed by December 11, 2013, in lieu of the November 16, 2013, date established in Contract Change Order No. 72, Supplement No. 1. In the event the completion of the milestone for the prestressing of all frames is completed prior to April 13, 2013, the Designated Portion of Work 3 shall be completed one (1) day earlier for each day prior to April 13, 2013, that the prestressing milestone is achieved. The liquidated damages pertaining to the Designated Portion of Work 3 shall continue to apply at \$50,000.00 per day with these damages starting on the 62nd day after the specified completion date as defined under this change order and Contract Change Order No. 72, Supplements No. 0 and No. 1.

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO 72	Suppl. No. 2	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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Liquidated damages pertaining to the completion of the Designated Portion of the Work 2 as defined under Section 4, "Beginning of Work, Time of Completion, and Liquidated Damages", of the Contract Special Provisions shall apply based on the revised completion date established under this change order.

In addition to the time impacts, both past and future, resulting from the eight (8) days of temporary suspension of work identified under this change order, the twenty-five (25) day time extension being granted resolves all Department delays incurred to the work through February 29, 2012, and no additional time extensions shall be granted through this time period.

The twenty-five (25) day time extension provided under this change order applies only to the milestone dates and designated portions of the work as defined herein. There shall be no time extension to the completion of the Contract as a result of this change.

Any outstanding direct costs, including markups, pertaining to the Department delays incurred to the work through February 29, 2012, shall remain compensable and shall be addressed under separate contract change orders.

There shall be no cost to the Department as a result of the eight (8) days of temporary suspension of work identified under this change order.

**Adjustment of Compensation at Lump Sum:**

The Contractor shall be compensated an Agreed Lump Sum of \$300,000.00 for achieving Milestone 1, as defined under Contract Change Order No. 72, Supplement No. 1, more than ten (10) calendar days prior to the May 1, 2012, milestone date established under Contract Change Order No. 72, Supplement No. 1. This lump sum constitutes full compensation, including all markups, for achieving the full incentive payment established for the early completion of Milestone 1 and no additional compensation shall be paid.

Adjustment of Compensation at Agreed Lump Sum = \$300,000.00

Estimated Cost: Increase ☒ Decrease ☐ \$300,000.00

By reason of this order the time of completion will be adjusted as follows: 0 days

**Submitted by**

Signature	Resident Engineer William Howe, Senior R.E.	Date
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**Approval Recommended by**

Signature	Principal T.E. Mike Forner	Date
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**Engineer Approval by**

Signature	Principal T.E. Mike Forner	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

**NOTE:** If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

**Contractor Acceptance by**

Signature	(Print name and title)	Date
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**CONTRACT CHANGE ORDER MEMORANDUM**

DATE: 3/20/2012 Page 1 of 2

TO: Deanna Vilcheck, ACM /			FILE: E.A. 04 - 0120S4	
FROM: William Howe, Senior R.E.			CO-RTE-PM SF-80-12.7/13.2	
FED. NO. NO FED AID				
CCO#: 72	SUPPLEMENT#: 2	Category Code: BZZZ	CONTINGENCY BALANCE (incl. this change) <b>\$50,612,466.04</b>	
COST: <b>\$300,000.00</b> INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: <b>\$0.00</b>			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: suspension days/25 day time ext./MS 1pymt			PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: <b>1390</b> Day(s)	Time Adj. This Change: <b>0</b> Day(s)	Previously Approved CCO Time Adjustments: <b>0</b> Day(s)	Percentage Time Adjusted: (including this change) <b>0</b> %	Total # of Unreconciled Deferred Time CCO(s): (including this change) <b>9</b>

**THIS CHANGE ORDER PROVIDES FOR:**

The intermittent temporary suspension of the contract work for four (4) weekends, (8 days), over the next five (5) months, a twenty-five (25) day time extension to Milestones 2 and 3 and the prestressing milestone established under Contract Change Order No. 72, Supplement No. 0 and Supplemental No. 1, of this change order and the payment of an incentive achieved for the completion of Milestone 1.

This project, the Yerba Buena Island Transition Structure (YBITS), provides for the construction of two bridges which will connect eastbound and westbound traffic on the new east span of the San Francisco Oakland Bay Bridge (SFOBB) to the existing Yerba Buena Island (YBI) tunnel. The structures are comprised of concrete box girder bridges each approximately 26 meters wide, 40 meters high and 450 meters in length.

Contract Change Order No. 72, Supplement No. 0, established a milestone to complete the prestressing of both the westbound and eastbound frames of the structure. Contract Change Order No. 72, Supplement No. 1, established additional milestones to complete the remaining work at the eastern most portion of the bridge and vacate the area to allow the area to be used by the adjacent Self-Anchored Suspension (SAS) Bridge Contract (04-0120F4). These contract change orders included incentive payments totaling \$9,300,000.00 to complete the work prior to the established milestone dates.

These contract change orders have resulted in the Contractor working extended shifts, double shifts and weekends in order to achieve the milestone incentive payments with this work taking place since February of 2011. Work will continue through the end of this year, 2012, before all milestones have been met. As the work has progressed for over a year, it has become a concern that fatigue could become a factor on the jobsite which could result in unsafe work conditions. In order to proactively address this concern, it has been agreed that the contract work shall be suspended over four (4) intermittent weekends over the next five (5) months in order to provide extended periods of rest for the trade laborers and Department field staff. A total of eight (8) days shall be suspended over the four (4) weekends.

This change order also provides a twenty-five (25) day time extension to the prestressing milestone and Milestones 2 and 3 established under Contract Change Order No. 72, Supplement No. 0 and Supplement No. 1, of this change order and the Designated Portion of Work 2 and 3 established under the original contract. Of the twenty-five (25) days being granted, four (4) days are associated with the eight (8) temporary suspension days ordered under this change order. The remaining twenty-one (21) days of delay pertain to modifications ordered to the eastbound Frame 2 falsework and the ordered removal of westbound Frame 2 falsework, which were each required to coordinate construction activities concerning the construction of the hinge and closure pour between the YBITS1 and SAS contracts.

The twenty-five (25) day time extension to the milestones and designated portions of work shall resolve both the delay associated with the temporary suspension days and all Department delays through February 29, 2012. A time impact analysis is on file. Any direct costs associated with the ordered work shall be addressed under separate contract change orders.

This change order also provides compensation to the Contractor for achieving the full incentive for the early completion of Milestone 1 as established under Contract Change Order No. 72, Supplement No. 1. This change order provides a \$30,000.00 per day incentive for the early completion of the milestone at a maximum cost of \$300,000.00. Compensation shall be paid as an Adjustment of Compensation at an Agreed Lump Sum of \$300,000.00, which shall be funded from the contract's contingency funds.

No adjustment to the contract time of completion is warranted as the delay will be absorbed by the Department owned float

**CONTRACT CHANGE ORDER MEMORANDUM**

EA: 0120S4 CCO: 72 - 2

DATE: 3/20/2012

Page 2 of 2

created under Contract Change Order No. 72, Supplement No. 0.

Maintenance concurrence is not required as the change does not affect any permanent roadway features.

<b>CONCURRED BY:</b>			<b>ESTIMATE OF COST</b>										
Construction Engineer:	William Howe	Date		THIS REQUEST	TOTAL TO DATE								
Bridge Engineer:	Mehran Ardakanian	Date	ITEMS	\$0.00	(\$1,021,520.00)								
Project Engineer:	Bob Zandjpour, Design	Date	FORCE ACCOUNT	\$0.00	\$0.00								
Project Manager:	Ken Terpstra	Date	AGREED PRICE	\$0.00	\$0.00								
FHWA Rep.:		Date	ADJUSTMENT	\$300,000.00	\$22,951,065.00								
Environmental:		Date	<b>TOTAL</b>	<b>\$300,000.00</b>	<b>\$21,929,545.00</b>								
Other (specify):		Date	<b>FEDERAL PARTICIPATION</b>										
Other (specify):		Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING										
District Prior Approval By:		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)										
HQ (Issue Approve) By:		Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS										
Resident Engineer's Signature:		Date	<table border="0"> <tr> <td>FEDERAL FUNDING SOURCE</td> <td>PERCENT</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>			FEDERAL FUNDING SOURCE	PERCENT	_____	_____	_____	_____	_____	_____
FEDERAL FUNDING SOURCE	PERCENT												
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**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 72	Suppl. No. 0	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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**To: M C M CONSTRUCTION INC**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

The Contractor shall plan and execute the work of the Contract with the intent to complete the prestressing of all 4 frames of the YBI Transition Structure (Bridge 34-0006L/R) by October 31, 2012.

The following provisions shall be incorporated into the Contract pertaining to the completion of the prestressing of the 4 frames:

1) The Contractor shall provide an October 31, 2012 milestone within the Contract's progress schedule that establishes the completion of the prestressing of the 4 frames as identified under this change order.

2) The Contractor will plan for up to 20 days on which they are prevented by inclement weather from working on the controlling operations required to achieve the milestone of the completion of the prestressing of all 4 frames. In the event the Contractor realizes more than 20 days of inclement weather effecting the controlling operations, the October 31, 2012 prestressing milestone shall be extended 1 day for each day over 20 days of inclement weather that is incurred. A day of inclement weather shall be defined as specified in Section 8-1.06 "TIME OF COMPLETION" of the Contract Standard Specifications.

3) The Contractor will plan for the cement modified structure backfill specified at Bents W8R, W8L, W9R and W9L to be substituted by either placing a geogrid reinforced backfill or by placing a slurry concrete backfill. In the event a slurry concrete backfill is required, the Contractor shall be compensated for their additional cost above the cost of a geogrid reinforced backfill.

This intent to complete the prestressing of all 4 frames by October 31, 2012 is undertaken with the full comprehension of all Department delays and schedule impacts to the Contract prior to February 16, 2011 and no time extension shall be granted to the October 31, 2012 prestressing milestone as a result of these delays and impacts. Any direct costs associated with these delays and impacts incurred prior to February 16, 2011 shall remain compensable and shall be compensated under separate change orders.

As a result of this change order no Contract time extension shall be granted for any Department delays or impacts incurred prior to February 16, 2011.

**Adjustment of Compensation at Lump Sum:**

The Contractor shall plan and execute the work of the Contract with the intent to complete the prestressing of all 4 frames of the YBI Transition Structure (Bridge 34-0006L/R) by October 31, 2012.

The Contractor shall be compensated an agreed lump sum of \$12,181,065.00 for the completion of the prestressing of all 4 frames of the YBI Transition Structure (Bridge 34-0006L/R) by December 31, 2012. Said compensation shall be paid in monthly progress payments to the Contractor.

The Contractor shall be paid an incentive of \$50,000.00 for each calendar day prior to December 31, 2012 that the Contractor achieves the completion of the prestressing of all 4 frames as defined under this change order. This incentive payment shall not exceed \$7,500,000.00.

Any incentive payment achieved shall be compensated under a supplement to this change order.

This lump sum compensation and any incentive earned, as provided herein, constitutes full and complete compensation, including all markups, for all costs associated with the compression of the Contractor's schedule to achieve the milestone c



**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 72	Suppl. No. 0	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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completing the prestressing of the 4 frames as defined.

In the event the October 31, 2012 prestressing milestone is extended due to inclement weather as defined herein, the December 31, 2012 date for this incentive will be extended commensurate with the prestressing milestone date.

Cost of Adjustment of Compensation at Lump Sum .....\$12,181,065.00

In addition to the prestressing milestone for the 4 frames established under this change order, the completion of and liquidated damages pertaining to the Designated Portion of the Work 3, as defined by Section 4 "BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES" shall be revised as follows:

- 1) The Designated Portion of the Work 3 shall be completed by August 30, 2013. This completion date supersedes the revised completion date for this work established under Change Order No. 22, Supplement No. 1.
- 2) In the event the completion of the milestone for the prestressing of the 4 frames is completed prior to December 31, 2012, the Designated Portion of the Work 3 shall be completed 1 day earlier for each day prior to December 31, 2012 that the prestressing milestone is achieved except that the work will not be completed earlier than July 5, 2013.
- 3) Liquidated damages shall be revised to \$50,000 per day with these damages starting on the 31st day after the completion date for the Designated Portion of the Work 3 as defined under this change order.

The revised completion date for the Designated Portion of the Work 3 as defined above shall be contingent upon the following 2 conditions:

- 1) The Hinge K closure pours shall be allowed within 60 days after the prestressing of the adjacent frames.
- 2) The Contractor shall receive access to the westbound structure's portion of Area FP, as defined by Section 5-1.11 "AREAS FOR CONTRACTOR'S USE" of the Contract Special Provisions, by September 30, 2012. The remaining portion of Area FP shall be released to the Contractor no later than October 31, 2012 as specified under Section 5-1.11 of the Contract Special Provisions.

In the event that either of the 2 above conditions is not met, the completion date for the Designated Portion of the Work 3 shall be granted a time extension commensurate with the impact incurred.

Estimated Cost: Increase ☒ Decrease ☐ \$12,181,065.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by		Resident Engineer		Date
Signature <i>Rajesh Oberoi</i>		Rajesh Oberoi, Senior R.E.		2/25/11
Approved/Recommended by		Principal T.E.		Date
Signature <i>Mike Forner</i>		Mike Forner		2/25/2011
Engineer Approval by		Principal T.E.		Date
Signature <i>Michael Forner</i>		Mike Forner		3/15/2011

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

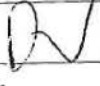
NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by		(Print name and title)		Date
Signature <i>Edmundo A. Pichu</i>		Edmundo A. Pichu - Treasurer		3-7-2011



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**CONTRACT CHANGE ORDER MEMORANDUM**

DATE: 2/18/2011 Page 1 of 2

TO: Deanna Vilcheck, ACM / 		FILE: E.A. 04 - 0120S4	
FROM: Rajesh Oberoi, Senior R.E.		CO-RTE-PM SF-80-12.7/13.2	
FED. NO. NO FED AID			
CCO#: 72	SUPPLEMENT#: 0	Category Code: BZZZ	CONTINGENCY BALANCE (incl. this change) \$6,728,778.50
COST: \$12,181,065.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>		HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00		IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Prestressing Milestone for TBPOC		PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: 1390 Day(s)	Time Adj. This Change: 0 Day(s)	Previously Approved CCO Time Adjustments: 0 Day(s)	Percentage Time Adjusted: (including this change) 0 %
			Total # of Unreconciled Deferred Time CCO(s): (including this change) 7

**THIS CHANGE ORDER PROVIDES FOR:**

The mitigation of all Department delays through February 16, 2011, the establishment of a milestone to complete the construction of the 4 frames of the YBI Transition Structure and a revised completion date for the traffic ready completion of the entire structure that meets the Seismic Safety Opening date that has been established for the new east span of the San Francisco Oakland Bay Bridge.

This project, the Yerba Buena Island Transition Structure (YBITS), provides for the construction of two bridges which will connect eastbound and westbound traffic on the new east span of the San Francisco Oakland Bay Bridge (SFOBB) to the existing Yerba Buena Island (YBI) tunnel. The structures are comprised of concrete box girder bridges each approximately 26 meters wide, 40 meters high and 450 meters in length. Each structure is comprised of 2 frames, Frame 1 on the western portion of the structures and Frame 2 on the eastern portion.

Section 4 "Beginning of Work, Time of Completion, and Liquidated Damages" of the contract Standard Specifications along with Change Order No. 22, Supplement No. 1 established "ready for traffic" milestones for both the westbound and eastbound structures. The contractual "ready for traffic" dates are May 3, 2013 for the westbound structure and October 30, 2013 for the eastbound structure. Pertaining to these dates, the Department is responsible for approximately 2 months of contract delays due to ordered enhancements to the Frame 1 temporary trestle, falsework and shoring which have been implemented under Change Orders No. 10 and No. 47. This 2-month delay would extend the westbound and eastbound "ready for traffic" milestones to early July 2013 and the end of December 2013 respectively.

The adjacent Self-Anchored Suspension (SAS) bridge contract, via the Toll Bridge Program Oversight Committee (TBPOC), has established a Seismic Safety Opening date for the SFOBB east span of August 28, 2013. The current YBITS schedule, with the outstanding Department delays, falls 4 months later than this established SSO date. This change will act to establish a "ready for traffic" date for the YBITS contract that is consistent with the SFOBB east span SSO date. This will concurrently mitigate the 2-month Department delay to the contract completion.

To meet the SSO date, this change order will establish a milestone to complete the prestressing of the structures 4 frames by October 31, 2012 or approximately 4 months ahead of the current schedule. This date and scope of work is consistent with the contractual release of the area covering the western most 20 meters of the structure which will allow for the construction of the 2 hinges and the installation of the seismic joints at the YBITS / SAS interface. The "ready for traffic" date for the eastbound structure shall be revised to August 30, 2013 with the westbound structure date held at May 3, 2013. The change order provides an incentive for the contractor to pull the "ready for traffic" date back to July 5, 2013 including 3-months of Department owned float to mitigate Department delays which may be incurred over the next 20-months of construction.

In order to meet the prestressing milestone and "ready for traffic" dates established under the change order, the contractor will compress their schedule from the current 24 months to complete prestressing to 17 to 20 months. This will be accomplished by providing addition labor crews, working extended hours, furnishing additional falsework materials and mobilizing additional equipment onto the jobsite. The change order will provide compensation for the direct premium time labor, material purchases and equipment rental costs. Compensation will also provide for labor inefficiencies that inherent to extended shift hours and increased workforce.

The change order provides for the substitution of a geogrid or cement slurry backfill in lieu of the specified cement treated backfill that will help mitigate the costs of compressing the schedule. This change shall be implemented under a separate



**CONTRACT CHANGE ORDER MEMORANDUM**

change order. In the case slurry backfill is required, the additional costs associated with this will be paid under that change order.

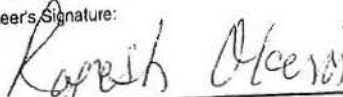
The change order provides for weather days and reduced liquidated damages in order to mitigate the contractor's risk and associated costs of this change order. Any weather days incurred beyond 20 days established under the change order will extend the milestone date. Liquidated damages for the eastbound structure "ready for traffic" date are reduced from \$100,000 to \$50,000 per day.

Compensation for this change shall be paid as an adjustment of compensation at an agreed lump sum of \$12,181,065.00 which shall be financed from the contract contingency fund. The change order also provides an incentive of \$50,000 per day for each day the contractor completes the prestressing milestone prior to December 31, 2012. This incentive is capped at a maximum of \$7,500,000. Any incentive achieved shall be paid under a supplemental change order.

The Toll Bridge Program Oversight Committee approved this Change Order on February 24, 2011.

No adjustment of contract time is warranted as the change order acts to mitigate all Department delays to date. The change order will mitigate all Department delays incurred prior to February 16, 2011.

Maintenance concurrence is not required as this is an administrative change order and doesn't affect any permanent roadway features.

CONCURRED BY:		ESTIMATE OF COST	
Construction Engineer: Rajesh Oberoi	Date 2/25/11	THIS REQUEST	TOTAL TO DATE
Bridge Engineer:	Date	ITEMS	\$0.00
Project Engineer: PEP ZANDIPOL	Date 3/10/11	FORCE ACCOUNT	\$0.00
Project Manager: KEN TAPPIN	Date 3/10/11	AGREED PRICE	\$0.00
FHWA Rep.:	Date	ADJUSTMENT	\$12,181,065.00
Environmental:	Date	TOTAL	\$12,181,065.00
Other (specify):	Date	FEDERAL PARTICIPATION	
Other (specify):	Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING	
District Prior Approval By:	Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)	
HQ (Issue/Approve) By:	Date	<input checked="" type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS	
Resident Engineer's Signature:	Date	FEDERAL FUNDING SOURCE	PERCENT
 2/25/11			



**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 72	Suppl. No. 1	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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To: M C M CONSTRUCTION INC

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

The following 3 modifications shall be made to Change Order No. 72:

1) Due to all Department delays and impacts, incurred prior to November 1, 2011, to the work concerning the completion of the prestressing milestone established under Change Order No. 72, this change order shall grant a 78 working day extension to all dates in that change order. As such the \$50,000.00 calendar day incentive shall be paid for each calendar day prior to March 19, 2013 that the Contractor achieves the completion of the prestressing of all frames as defined with this March 19, 2013 date superseding the December 31, 2012 incentive date established under Change Order No. 72. This incentive payment shall not exceed \$7,500,000.00.

2) The Designated Portion of the Work 3 shall be completed by November 16, 2013 in lieu of the August 30, 2013 date established under Change Order No. 72. In the event the completion of the milestone for the prestressing of all frames is completed prior to March 19, 2013, the Designated Portion of the Work 3 shall be completed 1 day earlier for each day prior to March 19, 2013 that the prestressing milestone is achieved except that the work will not be completed earlier than July 5, 2013. The liquidated damages, as established under Change Order No. 72 shall continue to apply at \$50,000.00 per day with these damages starting on the 62nd day after the specified completion date for the Designated Portion of the Work 3 as defined under this change order.

3) The 20 days of inclement weather established under Change Order No. 72 shall be reset to 10 days from November 1, 2011 through the completion of the milestone work. The Contractor will plan for up to 10 days on which they are prevented by inclement weather from working on the controlling operations required to achieve the milestone of the completion of the prestressing of all frames. In the event the Contractor realizes more than 10 days of inclement weather effecting the controlling operations, the prestressing milestone shall be extended 1 day for each day over 10 days of inclement weather that is incurred. A day of inclement weather shall be defined as specified in Section 8-1.06 "TIME OF COMPLETION" of the Contract Standard Specifications.

In addition to the modifications made to Change Order No. 72, this change order shall establish 3 additional milestones related to the completion of the westbound and eastbound structures and eliminates the construction of the Hinge K Closure from the Contract as defined herein.

The 3 milestones being established under this change order shall be defined as follows:

Milestone 1 - The Contractor shall complete all prestressing work of Frame 2 of the Westbound structure and remove all, equipment and other materials up station from the centerline of Bent W3L (W Line Sta. 55+28.000) from the structure itself, the area directly under the structure and the area under the structure to the left of the W Line. The Contractor shall vacate this area as described in order to achieve Milestone 1. As part of this work, the Contractor shall leave in place all falsework from Bent W3L through Bent W2L except that all formwork and form bracing above the falsework soffit deck shall be removed. The Contractor shall be allowed access into this vacated area during concrete pours between Bents W3R and W2R of the eastbound structure. Any additional access into this vacated area shall be allowed to the extent that permission is granted by the Self Anchored Suspension Bridge Contract (04-0120F4).

Milestone 2 - The Contractor shall complete all prestressing work of Frame 2 of the Eastbound structure and remove all equipment and other materials up station from the centerline of Bent W3R (E Line Sta. 55+20.546) from the structure itself, the area directly under the structure and the area under the structure to the left of the E Line. The Contractor shall vacate this area as described in order to achieve Milestone 2. As part of this work, the Contractor shall leave in place all falsework from Bent W3R through Bent W2R except that all formwork and form bracing above the falsework soffit deck shall be removed. Any access into this vacated area shall be allowed to the extent that permission is granted by the Self Anchored Suspension Bridge Contract (04-0120F4).

Milestone 3 - The Contractor shall vacate the area up station from the centerline of Bent W4L (W Line Sta. 54+43.200) and from the centerline of Bent W4R (E Line Sta. 54+38.032) from the structures themselves, the area directly under the structures and the area under the structure to the left of the E Line. The Contractor shall be allowed access into this



**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 72	Suppl. No. 1	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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vacated area in order to construct the concrete barrier (Type 732 Modified and Type K) and to install the removable concrete counterweight (bikepath) between Bent W4R and Hinge K. Any additional access into this vacated area shall be allowed to the extent that permission is granted by the Self Anchored Suspension Bridge Contract (04-0120F4).

The completion dates associated with the above defined milestones are listed below:

Milestone 1 -May 1, 2012  
 Milestone 2 -November 1, 2012  
 Milestone 3 -December 31, 2012

The following provisions shall pertain to the completion of the milestones established under this change order:

- 1) The Contractor shall provide milestones within the Contract's progress schedule that establishes the completion of the 3 milestones as identified under this change order.
- 2) The Contractor will plan for up to 10 days from November 1, 2011 through the completion of the work on which they are prevented by inclement weather from working on the controlling operations required to achieve the 3 milestones established under this change order. In the event the Contractor realizes more than 10 days of inclement weather effecting the controlling operations, the milestone dates shall be extended 1 day for each day over 10 days of inclement weather that is incurred. A day of inclement weather shall be defined as specified in Section 8-1.06 "TIME OF COMPLETION" of the Contract Standard Specifications.

This intent to complete the milestones established under this change order and Change Order No. 72 is undertaken with the full comprehension of all Department changes to the Contract that have been transmitted to the Contractor prior to November 1, 2011 and no time extension shall be granted to the milestone dates as a result of these changes. Any outstanding direct costs, including markup, associated with these changes shall remain compensable and shall be compensated under separate change orders with no time extensions granted to the work.

As a result of this change order, no Contract time extension shall be granted for any Department delays or impacts incurred prior to November 1, 2011.

The construction of the Hinge K Closure shall be eliminated from the Contract as defined by the 7 items of work below:

- 1) The Contractor shall furnish to the project site the Hinge KW and KE seismic joints along with all interior and exterior bent plates for the steel barrier at Hinge KW and Hinge KE as specified under the Contract and as modified under Change Order No. 100. The installation of the seismic joints and steel barrier shall be eliminated from the Contract.
- 2) The construction of all structural concrete and bar reinforcing steel for the Hinge K Closure shall be eliminated from the Contract.
- 3) The placement of the minor concrete (concrete ballast) at Hinge K shall be eliminated from the Contract.
- 4) The concrete barrier (Type 732 Modified) shall be installed up to the centerline of Bents W3L and W3R on the eastbound and westbound structures. The concrete barrier up station from these bents (including all electrical conduit, pull boxes and appurtenances inside the barrier) shall be eliminated from the Contract.
- 5) The placement of the counter weights prior to the placement of the Hinge K Closure concrete shall be eliminated from the Contract.
- 6) Furnishing and placing the polyester concrete overlay (50MM) shall be eliminated from the Contract.
- 7) Installation of the Hinge K bearing assembly shall be eliminated from the Contract.

**Estimate of Decrease In Contract Item at Contract Price:**

Item No. 90: STRUCTURAL CONCRETE BRIDGE  
 -502M3 ( -1.53%) @ \$855.00 /M3 = -\$429,210.00 ( -1.16%)



**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 72	Suppl. No. 1	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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Item No. 94: MINOR CONCRETE (CONCRETE BALLAST)				
-36 M3	(-100.00%)	@ \$600.00 /M3	=	-\$21,600.00 (-100.00%)
Item No. 99: FURNISH POLYESTER CONCRETE OVERLAY				
-38 M3	(-100.00%)	@ \$3,000.00 /M3	=	-\$114,000.00 (-100.00%)
Item No. 100: PLACE POLYESTER CONCRETE OVERLAY				
-765 M2	(-100.00%)	@ \$20.00 /M2	=	-\$15,300.00 (-100.00%)
Item No. 102: INSTALL HINGE K BEARING ASSEMBLY				
-4 EA	(-100.00%)	@ \$15,000.00 /EA	=	-\$60,000.00 (-100.00%)
Item No. 110: BAR REINFORCING STEEL (BRIDGE)				
-181300 KG	(-2.85%)	@ \$1.70 /KG	=	-\$308,210.00 (-2.30%)
Item No. 149: CONCRETE BARRIER (TYPE 732 MODIFIED)				
-183 M	(-10.07%)	@ \$400.00 /M	=	-\$73,200.00 (-20.52%)

Estimated Total Cost for Decrease in Contract Item.....(\$1,021,520.00)

There shall be no adjustment pertaining to Section 4-1.03B of the Standard Specifications, for any decreased or eliminated item quantities resulting from this change.

The description of Designated Portion of Work 3 is modified to exclude any requirement relative to the traffic worthiness in the areas of the Eastbound structure for which work is eliminated by this change order.

The quantity shown herein for Items No. 90, 94, 99, 100, 102, 110 and 149, when combined with the quantities specified in the Engineer's estimate, and as modified by any previous change orders, shall be the final quantity for which payment will be made.

**Adjustment of Compensation at Lump Sum:**

The Contractor shall plan and execute the work of the Contract with the intent to complete the 3 milestones by the dates established under this change order.

In addition to the lump sum of \$12,181,065.00 provided for under Change Order No. 72, the Contractor shall be compensated an additional agreed lump sum of \$10,470,000.00 for their efforts to complete Milestones 1 through 3 by the dates established under this change order. Said compensation shall be paid in monthly progress payments to the Contractor.

In addition to the lump sum compensation paid under this change order, the Contractor shall be paid incentive payments pertaining to Milestone 1 through 3 as defined below:

- 1) The Contractor shall be paid an incentive of \$30,000.00 for each calendar day prior to May 1, 2012 that the Contractor achieves the completion of Milestone 1 as defined under this change order. This incentive payment shall not exceed \$300,000.00.
- 2) The Contractor shall be paid an incentive of \$30,000.00 for each calendar day prior to November 1, 2012 that the Contractor achieves the completion of Milestone 2 as defined under this change order. This incentive payment shall not exceed \$1,200,000.00.
- 3) The Contractor shall be paid an incentive of \$30,000.00 for each calendar day prior to December 31, 2012 that the Contractor achieves the completion of Milestone 3 as defined under this change order. This incentive payment shall not exceed \$300,000.00.

Any incentive payments achieved shall be compensated under a supplement to this change order.

Except for items of work specifically excluded herein, the lump sum compensation provided under this change order and Change Order No. 72 along with any incentive earned, as provided herein and under Change Order No. 72, constitutes full



**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 72	Suppl. No. 1	Contract No. 04 - 0120S4	Road SF-80-12.7/13.2	FED. AID LOC.: NO FED AID
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and complete compensation, including all markups, for all costs associated with the compression of the Contractor's schedule to achieve the milestones and any costs associated with the elimination of the Hinge K Closure and no additional compensation shall be paid.

Adjustment of Compensation at Lump Sum .....\$10,470,000.00

The following 5 work activities are excluded from this change order:

1) The Contractor shall provide formed block outs within the eastbound and westbound structures between Bents W3 and W2 to provide for the installation of tie downs for Hinge K. Plan details for the block outs along with compensation for the work shall be provided under a separate change order. The installation of the tie downs shall be performed by the adjacent contract (Contract 04-0120F4). No time extensions shall be granted for the milestone dates established under this change order for this work.

2) Any adjustment of compensation for eliminated electrical items due to the eliminated Hinge K Closure and concrete barrier items of work is deferred and shall be provided under a separate change order.

3) Anticipated changes to mitigate potential delays to the prestressing work at Frames 1 and 2 shall be addressed under a separate change order. No time adjustments will be made to the milestone dates established under this change order for this work.

4) All materials associated with the falsework left in place between Bents W3 and W2 as defined under Milestones 1 and 2 of this change order shall be paid at the cost to replace the falsework in kind including the application of a 15 percent markup.

5) Any adjustment of compensation for the eliminated work of stripping the falsework that is defined to be left in place under Milestone 1 and 2 is deferred and shall be provided under a separate change order.

It is hereby agreed that the Department shall provide a release of liability for the falsework left in place between Bents W3 and W2 as defined under Milestone 1 and 2 of this change order once the Contractor vacates the area as defined. This falsework shall become the property of the Department.

It is hereby agreed that the Department shall provide relief of maintenance and responsibility for each of the areas to be vacated as defined under Milestone 1, 2 and 3 of this change order. Relief shall be granted in accordance with Section 7-1.15 "Relief From Maintenance and responsibility" of the Contract Standard Specifications upon a request from the Contractor once each area is vacated as defined.

Estimated Cost: Increase ☒ Decrease ☐ \$9,448,480.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by

Signature <i>William Howe</i>	Resident Engineer William Howe, Senior R.E.	Date 12.6.11
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Approval Recommended by

Signature <i>Mike Forner</i>	Construction Manager Mike Forner	Date 12-7-11
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Engineer Approval by

Signature	Construction Manager Mike Forner	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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**CONTRACT CHANGE ORDER MEMORANDUM**

DATE: 11/17/2011 Page 1 of 2

TO: Deanna Vilcheck, ACM / <i>Mel</i>			FILE: E.A. 04 - 0120S4	
FROM: William Howe, Senior R.E.			CO-RTE-PM SF-80-12.7/13.2	
FED. NO. NO FED AID				
CCO#: 72	SUPPLEMENT#: 1	Category Code: BZZZ	CONTINGENCY BALANCE (incl. this change) <b>\$72,478,078.80</b>	
COST: <b>\$9,448,480.00</b> INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: <b>\$0.00</b>			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Establish Milestones & Eliminate Hinge K			PROJECT DESCRIPTION: YBITS-1 (Yerba Buena Island Transition Structures)	
Original Contract Time: <b>1390</b> Day(s)	Time Adj. This Change: <b>0</b> Day(s)	Previously Approved CCO Time Adjustments: <b>0</b> Day(s)	Percentage Time Adjusted: (including this change) <b>0</b> %	Total # of Unreconciled Deferred Time CCO(s): (including this change) <b>9</b>

**THIS CHANGE ORDER PROVIDES FOR:**

The mitigation of all Department delays through November 1, 2011, the elimination of the Hinge K Closure construction and the establishment of milestones to release the Hinge K Closure area to the adjacent SAS contract.

This project, the Yerba Buena Island Transition Structure (YBITS), provides for the construction of two bridges which will connect eastbound and westbound traffic on the new east span of the San Francisco Oakland Bay Bridge (SFOBB) to the existing Yerba Buena Island (YBI) tunnel. The structures are comprised of concrete box girder bridges each approximately 26 meters wide, 40 meters high and 450 meters in length. Each structure is comprised of 2 frames, Frame 1 on the western portion of the structures and Frame 2 on the eastern portion.

The original Change Order No. 72 established a milestone to complete the prestressing of all frames on the structure by October 2012. This date corresponded with the anticipated turnover of the Hinge K Closure area from the adjacent SAS contract to this contract. This closure ties in the YBITS and SAS structures. Over the past 9 months, the Department has impacted the contractor's schedule due to access constraints with the SAS contract and added work associated with extensive modifications to the westbound structure required to accommodate the planned future construction of on and off ramps. Numerous other plan changes affecting the structures have also been issued. Together these changes have resulted in approximately 2 ½ months of delay to the work. This change order will act to mitigate all Department delays through November 1, 2012 by compensating the contractor to provide additional labor and equipment resources.

It was provided under this contract that after the Hinge K area is released by the SAS contract, the YBITS contract would construct the Hinge K Closure for both the westbound and eastbound structures. The SAS Risk Management team has now determined that significant risk would be mitigated by eliminating the Hinge K Closure construction from the YBITS contract and added it to the SAS contract. This transfer will eliminate the complex coordination that would be required for the YBITS contract to construct the closure while the SAS contract completes the load transfer on the SAS structure. This change order provides for the elimination of the Hinge K Closure from this contract.

In eliminating the Hinge K work from the contract, this change order provides 3 additional milestones. The first milestone will release the Hinge K area at the westbound structure by May 1, 2012, the second will release the eastbound structure Hinge K area by November 1, 2012, and the third will release a larger area of the project to the SAS contract by December 31, 2012. These releases will limit conflicts between the projects. The compensation being paid under this change order for providing additional labor and equipment resources will also allow the contractor to release these areas as specified under the 3 milestones established by this change order.

In order to mitigate past delays and achieve the milestones established under this change order, the contractor will need to compress their current schedule. This will be accomplished by providing addition labor crews to provide a 2nd work shift, working extended hours and mobilizing additional equipment onto the jobsite. The change order will provide compensation for the direct premium time labor and equipment rental costs of this work. Compensation will also provide for labor inefficiencies that are inherent to 2nd shift work, extended shift hours and an increased workforce.

Compensation for providing additional labor and equipment resources shall be paid as an adjustment of compensation at an agreed lump sum of \$10,470,000.00. The elimination of the Hinge K Closure work shall be credited to the Department by decreasing the appropriate contract items at contract prices for a total cost savings of \$1,021,520.00. The net change order cost of \$9,448,480.00 shall be financed from the contract contingency fund. The change order also provides incentives of \$30,000 per day for each day the contractor completes the 3 milestone prior to the dates specified. These incentives are



**CONTRACT CHANGE ORDER MEMORANDUM**

EA: 0120S4 CCO: 72 - 1

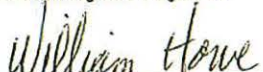
DATE: 11/17/2011 Page 2 of 2

capped at a maximum of \$1,800,000. Any incentive achieved shall be paid under a supplemental change order.

This Change Order is consistent with the Toll Bridge Program Oversight Committee's (TBPOC's) goal of achieving the seismic safety opening of the new SFOBB by 2013 and has been approved by the Committee at their December 1, 2011 meeting.

No adjustment of contract time is warranted as the change order acts to mitigate all Department delays to date. The change order will mitigate all Department delays incurred prior to November 1, 2011.

Maintenance concurrence is not required as this is an administrative change order and doesn't affect any permanent roadway features.

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	William Howe	Date 12-02-11	ITEMS	THIS REQUEST	TOTAL TO DATE
Bridge Engineer:	Mehran Ardakanian	Date	FORCE ACCOUNT	(\$1,021,520.00)	(\$1,021,520.00)
Project Engineer:	Bob Zandipour, Design	Date 12-9-11	AGREED PRICE	\$0.00	\$0.00
Project Manager:	Ken Terpstra	Date 12-20-11	ADJUSTMENT	\$10,470,000.00	\$22,651,065.00
FHWA Rep.:		Date	TOTAL	\$9,448,480.00	\$21,629,545.00
Environmental:		Date	FEDERAL PARTICIPATION		
Other (specify):		Date	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
Other (specify):		Date	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
District Prior Approval By:		Date	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
HQ (Issue Approve) By:	Larry Salhaney	Date 12-2-11	FEDERAL FUNDING SOURCE    PERCENT		
Resident Engineer's Signature:		Date			
		12-02-11			



**YBITS1 (04-0120S4)**  
**CCO No. 72 Milestone Summary**

3/19/2012

daj

<b>Milestones</b>	<b>Original Incentive Start Date</b>	<b>Time Extensions To Date</b>	<b>Current Incentive Start Date</b>	<b>Incentive Days</b>	<b>Full Incentive Date</b>	<b>Daily Incentive Cost</b>
<b>Change Order No. 72 - S0</b>						
<b>Prestressing of Frames</b>	December 31, 2012	103	April 13, 2013	150	<b>November 14, 2012</b>	\$ 50,000
<b>Change Order No. 72 - S1</b>						
<b>Milestone 1</b> <b>Vacate WB W2-W3 Area</b>	May 1, 2012	0	May 1, 2012	10	<b>April 21, 2012</b>	\$ 30,000
<b>Milestone 2</b> <b>Vacate EB W2-W3 Area</b>	November 1, 2012	25	November 26, 2012	40	<b>October 17, 2012</b>	\$ 30,000
<b>Milestone 3</b> <b>Vacate WB &amp; EB W2-W4 Area</b>	December 31, 2012	25	January 25, 2013	10	<b>January 15, 2013</b>	\$ 30,000
<b>Designated Portions of Work</b>	<b>Original Completion Date</b>	<b>Time Extensions To Date</b>	<b>Current Incentive Start Date</b>		<b>Full Incentive / Contractual Date</b>	
<b>DP1 - Complete WB &amp; EB to Const. Joint</b>	DP1 Eliminated Under CCO No. 22-S1					
<b>DP2 - WB Ready for Traffic</b>	May 2, 2013	25	May 27, 2013		<b>May 27, 2013</b>	NA
<b>DP3 - EB Ready for Traffic</b>	October 29, 2013 (1)	25	December 11, 2013	150	<b>July 14, 2013</b>	NA
<b>DP4 - Contract Completion</b>	December 28, 2013	0	December 28, 2013		<b>December 28, 2013</b>	NA

(1) Completion of DP3 was revised to August 30, 2013 under Change Order No. 72-S0 and revised to November 16, 2013 under Change Order No. 72-S1.

**Milestone Extensions**

Change Order No. 72-S1	78
Change Order No. 72-S2	25

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** March 28, 2012

**FR:** Andrew Fremier, Deputy Executive Director, BATA  
Stephen Maller, Deputy Director, CTC

**RE:** Agenda No. - 3a  
Item- Program Issues  
Bay Bridge East Span Opening – MOU Status

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**Recommendation:**

For Information Only

**Cost:**

N/A

**Schedule Impacts:**

N/A

**Discussion:**

The TBPOC at its March 1 meeting voted to explore:

- 1) holding in 2013 a multi-day celebration of the opening of the new Bay Bridge East Span, with public access onto the westbound decks of both the East and West spans;
- 2) working towards designating the non-profit Bay Bridge Alliance (BBA) as the TBPOC's private partner for fundraising for the East Span opening celebration and for the long-term development of a transportation museum and other improvements at the Gateway Park site; and
- 3) developing a Memorandum of Understanding with BBA to outline the relationship between the TBPOC and BBA.

A draft MOU was circulated, and a recommendation made by Caltrans Acting Director Malcolm Dougherty that the draft be revised to remove any and all articles that would create a financial commitment or obligation of any kind for the Department, as well as any and all articles relating to indemnification; thus making the document a broad agreement of principles rather than a binding legal contract. The TBPOC agreed that a

## *Memorandum*

final MOU should be approved via conference call before the end of March, with Caltrans to provide specific recommendations for the draft in the interim.

Because Caltrans' specific recommendations have not yet been received, a newer draft MOU was developed and circulated that, while retaining the recitals and other fundamental elements of the March 1 draft, establishes no financial commitments or obligations for Caltrans or the other TBPOC agencies, and does not include articles relating to indemnification.

To supplement the MOU it is proposed that BATA alone enter into a separate Project Agreement with BBA that would encompass indemnification and other elements originally included in the March 1 draft MOU, and would establish a basis for the transfer of public funds to BBA. Under this Project Agreement, BATA alone would be responsible for all public costs relating to transportation, operations and public safety necessary to implement the celebration event plan, with BBA responsible for payment of all other capital and operating costs.

### **Recommendation**

We recommend that the TBPOC approve the newer version of the MOU, which addresses the concerns raised by Caltrans Acting Director Malcolm Dougherty at the March 1 TBPOC meeting, and that BATA enter into a separate Project Agreement with BBA that is based on and supplements the MOU.

### **Attachment(s):**

Draft 3/13/2012 MOU Between TBPOC and BBA Re the East Span Opening Project

**Draft 3/13/2012**

**Memorandum of Understanding  
Between TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE  
And BAY BRIDGE ALLIANCE  
Regarding the EAST SPAN OPENING PROJECT**

This Memorandum of Understanding (the “Agreement”) is made and entered into as of (Effective Date) by and between the Toll Bridge Program Oversight Committee (“TBPOC”) and Bay Bridge Alliance (“BBA”), a California nonprofit public benefit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

**RECITALS**

1. Whereas BBA is a private non-profit organization established to conduct activities intended to inform and inspire the public concerning the role the transportation network in the San Francisco Bay Area has played in shaping the Bay Area and advancing Bay Area regionalism, which may include developing and implementing plans related to celebrating the opening of the replacement eastern span of the San Francisco-Oakland Bay Bridge in 2013 and Gateway Park, with the assistance and direction of TBPOC, facilitating one or more video presentations and exhibitions concerning the history of San Francisco Bay, facilitating the establishment and operation of a regional transportation museum and conducting other activities for the same or similar general purposes.
2. Whereas TBPOC consists of three public agencies: the California Department of Transportation (Caltrans), the Bay Area Toll Authority (BATA) and the California Transportation Commission (CTC). Each of the agencies shall appoint a representative who will receive notices of, and be allowed to participate in, all meetings of the Board of Directors of BBA.
3. Whereas BBA intends to solicit and accept private funds for the celebration of the opening of the Bay Bridge’s East Span (the “Event”), Gateway Park and other activities and also intends to raise funds through sponsorships, retail partnerships, production and sale of commemorative products, donations, gifts, and possibly other methods.
4. Whereas, BBA has no certain source of funding, and its obligations under this Agreement are subject to its success in obtaining funding sufficient to enable it to carry out those obligations.
5. Whereas it is intended that BBA will pay for all components of the Event, except those costs relating to security, public access support and other costs properly chargeable to TBPOC for the event.
6. Whereas BBA will consult with TBPOC regularly during the Event planning process.

**Now, therefore, TBPOC and BBA agree to the following:**

## **ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. TBPOC and BBA (collectively, the Parties) desire to enter into this Agreement memorializing and setting the terms of a cooperative relationship to plan and implement the following (all of which is referred to herein as the Project or Project Activities):
1. Bay Bridge East Span Opening: A program to celebrate the opening of the Bay Bridge's East Span, to include public events and programs, fee-based events and programs, communications, website development, social media, sponsorships, retail partnerships, production and sale of commemorative products;
  2. Gateway Park Development: A program to work with public agencies and private partners to spur development of public improvements—including but not limited to a transportation museum and visitor center—designed to enhance the visitor experience at the eastern end of the Bay Bridge and to promote education about and enjoyment of the regional transportation network, San Francisco Bay, and the Bay Bridge itself;
  3. Merchandising Activities: A program of development, production, marketing, and sale of informational and commemorative materials related to the East Span, including publications and other merchandise related to the East Span (collectively, the Merchandise) to be sold at any location; and
  4. Sponsorships and Fundraising: A program of fundraising and sponsorships, including development of private and public support focused primarily on funding the opening activities and development of public improvements in the Gateway Park area.
- B. The Parties desire that all aspects of the Project be respectful of the Bay Bridge and its history, mindful of the Bay Bridge's regional, national and international identity, protective of public safety and security, conscientious about resource protection, and financially feasible.
- C. Net revenues from the Project shall be utilized by BBA in accordance with its tax-exempt purposes.

**In consideration of the recitals set forth in ARTICLE I and the mutual promises set forth herein, the Parties agree as follows:**

## **ARTICLE II. THE PROJECT**

### **A. The East Span Opening Event Plan**

BBA in cooperation with TBPOC shall develop for review and approval by TBPOC of the East Span Opening Event Plan (the "Plan"). BBA will seek TBPOC input into the Plan and its components, which will include:



1. Public event(s) and program(s), including all activities conducted during the East Span Opening;
2. Sponsorships and fundraising, including retail partnerships, private and public support for East Span Opening activities;
3. Merchandising activities, including the production and sale of commemorative products and materials; and
4. Any other Plan components.

#### B. Gateway Park Visitor Experience Programs and Activities

TBPOC shall manage the development and operation of Gateway Park. TBPOC, however, shall seek BBA input in the development and implementation of plans for Gateway Park, including:

1. The potential design and construction of visitor-serving facilities to interpret the Bay Bridge and provide retail, tour, and visitor-serving functions, including ultimately a permanent Visitor Center/Museum;
2. Design and construction of improvements to visitor flow, automobile and bus circulation, topography, and views at and around the Gateway Park site;
3. New or improved guided or self-guided tours of the areas on and around the Bay Bridge that are accessible to the public;
4. Other possible revenue generating ventures or visitor services; and
5. Design and manufacture of all necessary fixtures, displays, and signage.

#### C. Merchandising Activities

BBA shall prepare a Scope of Sales and Merchandising Plan, describing the merchandising scope, including sales outlets, brands used, and subject matters of the proposed Merchandising Activities, and shall present it to TBPOC for input and final approval. BBA shall be responsible for implementing each component of the Merchandising Activities. BBA shall be responsible for securing the work of artists and other service providers in connection with the Merchandise, although TBPOC shall approve any image used in conjunction with the Opening Event's merchandising efforts.

#### D. Sponsorships

BBA is recognized as the clearinghouse for any/all sponsorships, corporate or foundation support referencing the "Bay Bridge" name or likeness through the duration of the opening of the East Span. All sponsorship efforts are to be coordinated and audited according to best practices using ethical and generally accepted accounting practices.

#### E. Communications and Public Relations

TBPOC shall have primary responsibility for public communication about the Event. A public communication strategy shall be developed by the TBPOC's Communications Partnership Team, including the designation of a lead public spokesperson or spokespersons.

The TBPOC-designated lead public spokesperson(s) shall have primary responsibility for interacting with the press, including print, broadcast and online media, regarding the Project.

In addition, the TBPOC's Communication Partnership Team shall have primary responsibility for the following:

1. Coordination with Caltrans Construction and related stakeholder agencies such as the California Highway Patrol, U.S. Coast Guard and local governments;
2. Development and implementation of a steering committee to educate, inform and coordinate with local stakeholders;
3. Development and implementation of a process for documenting the Bay Bridge East Span opening;
4. Development and coordination of a technical conference or symposium; and
5. Participation and recognition of the Bay Bridge Project Team.

### **ARTICLE III. COST AND REVENUE SHARING**

#### **A. Composition of Project Gross Revenues**

Project Gross Revenues consist of revenue generated by BBA during the Term (as defined in Article IV herein) of this Agreement from such sources as:

- A. Revenue generated from fee-based visitor experiences related to the opening of the new Bay Bridge East Span; and
- B. Sales of Bay Bridge-related materials, merchandise, events, and services, both on TBPOC agency's property and offsite, including BBA website-based sales, wholesale program and retail outlets.

#### **B. Responsibility for Payment of Capital and Operating Costs**

With the exception of the costs to be paid for by TBPOC described in the fifth recital of this Agreement, BBA will be solely responsible for payment of all capital and operating costs incurred to implement the Event ("Event Costs"). Event Costs include but are not limited to all Opening Event costs, cost of goods sold, on-site staff and operating costs, cost of capital, direct Project overhead, allocated indirect overhead and allocated management costs which includes administrative, marketing, communications, advertising, product development, project planning, professional services and related project expenses.

#### **C. Limited Liability**

As BBA has no certain source of funding, its obligations under this Agreement are subject to its having sufficient funds on deposit and available to enable it to carry out those obligations. BBA will undertake obligations to third parties only to the extent that it has sufficient funds on deposit and available to enable it to carry out those obligations.

## **ARTICLE IV. TERM**

### **A. Term of Agreement**

The term of this Agreement will be for five (5) years from the effective date (the “Term”), unless earlier terminated according to the provisions of Article V below. The parties contemplate a long-term relationship and to that end the Term shall automatically renew thereafter for additional five-year terms unless TBPOC or BBA disbands prior to the end of the project term or opts not to renew it by giving notice to the other Party at least one hundred eighty (180 ) days prior to the end of the Term.

### **B. Notices**

All notices required under this Agreement shall be given as required under Article IX, Paragraph G.

## **ARTICLE V. MODIFICATION, ASSIGNMENT, TERMINATION**

### **A. Modification**

This Agreement may only be modified by written modifications which include mutual consent and signatures of all parties. Request for modifications will be forwarded in writing by one party to the other, enclosing the proposed form of modification, at least sixty (60) days prior to the proposed date of said modification(s).

### **B. Assignment**

This Agreement may not be assigned in whole or in part by either party without the prior written approval of TBPOC.

### **C. Suspension or Termination**

Termination of the Agreement means the cancellation of this Agreement at any time prior to the completion of the Term of the Agreement (Article IV). Suspension of the Agreement is an action by TBPOC that temporarily suspends the Agreement, pending corrective action by BBA or pending a decision to terminate by TBPOC.

1. **Suspension:** If BBA fails to comply with the terms of the Agreement, TBPOC may, on reasonable notice to BBA, suspend the Agreement, withhold any payments, and prohibit BBA from incurring additional obligations of funds, pending corrective action by BBA; or decide to terminate in accordance with Article V, Paragraph C, Part 2. All necessary and proper costs that BBA could not reasonably avoid during the period of suspension shall be allowed provided that they are reasonably allocable to the Project.

2. Termination for Cause: Either party may terminate this Agreement in whole or in part at any time, whenever such party reasonably determines that the other party has failed to comply with the conditions of the Agreement. The terminating party shall notify the other party in writing of such determination and the reasons for the termination, together with the effective date of the termination which must provide at least ninety (90) days notice and opportunity to correct the perceived failure. BBA shall not incur new obligations after receipt of such termination notice and shall cancel as many outstanding obligations as possible. Payments made to BBA or recoveries by TBPOC under Agreements terminated for cause shall be in accordance with the legal rights and liabilities of the Parties.
3. Termination for Convenience: The Agreement may be terminated in whole or in part whenever BBA or TBPOC determines, in its sole discretion, that the continuation of the Agreement or any part of it will not produce beneficial results commensurate with the further expenditure of funds. BBA and TBPOC shall agree upon the termination conditions, including the effective date of such termination and, in the case of partial termination, the portion to be terminated. In the event that BBA and TBPOC cannot agree on such termination conditions, TBPOC and BBA each reserve the right to unilaterally terminate the Agreement by giving one hundred and eighty (180) days written notice of termination to the other party. BBA shall not incur new obligations for the terminated portion after the effective date of such termination notice and shall cancel as many outstanding obligations as possible.

#### D. Termination Payment

TBPOC acknowledges that the initial stages of the Project will require BBA to invest significant time and resources, and intends that BBA recoup its investment from the revenues of the Project. Therefore, if TBPOC terminates this Agreement prior to the end of the Project term, under Article V, Paragraph C, Part 3, Termination for Convenience, above, BATA, on behalf of TBPOC, shall compensate for any loss incurred by BBA as a result of such early termination either at TBPOC's election through a continuation of Merchandising Activities or through a termination payment or a combination of both.

#### E. Ownership of Facilities

Upon termination or expiration of the relationship, TBPOC will retain sole ownership of all improvements and facilities constructed or installed during the life of the Agreement.

### **ARTICLE VI. FINANCIAL ASSISTANCE AND COST SHARING**

- A. BBA shall work closely with TBPOC to identify funding sources for the Project. In light of BBA's unique fundraising capability and status as a nonprofit organization, BBA will assume major responsibility for carrying out fundraising programs and activities.
- B. The capability of BATA, on behalf of TBPOC, to provide financial assistance, if at all, will be determined on a year-by-year, project-by-project basis, and is subject to the availability of funds. It is not expected that Bridge toll revenues will be used except as

described in the fifth recital of this Agreement.

- C. Records shall be kept of all funds received and all funds expended by BBA under this Agreement as specified in Article VII, below.

## **ARTICLE VII. REPORTS**

### **A. Accounting System**

BBA shall maintain an accounting system, which identifies all revenues, expenses, assets, liabilities, and net-assets in accordance with current Generally Accepted Accounting Principles (GAAP).

BBA shall administer all financial functions of the Project. All revenues and expenses associated with retail, visitors experience activities or related functions, all underwriting, sponsorship and support of the Project shall be recorded and managed by BBA. All assets, debt, debt-service and related information shall be recorded and managed solely by BBA for all aspects of the Project. Detailed accounting records shall be maintained in a manner which easily satisfies reasonable reporting requirements of either party and is consistent with current provisions of GAAP.

BBA shall annually submit a Statement of Financial Activities (including gross sales, cost of merchandise, labor costs and other related expenses) for all sales, programs and activities covered by this Agreement. BBA shall make available on a quarterly basis, a simplified version of the same Statement of Financial Activities.

BBA shall also submit separate financial statements for the preceding fiscal year to TBPOC which shall be audited, if BBA is required to obtain an audit of its financial statements under the California Nonprofit Integrity Act. Such statements shall be submitted to TBPOC upon completion of BBA's annual audit or, if no audit is obtained for any year, within 120 days of the end of the year. Any required audit shall be conducted by an independent certified public accountant who has been certified or licensed in the State of California.

### **B. Inspection of Records**

TBPOC and any of its duly authorized representatives, shall, until the expiration of seven (7) calendar years after the close of the business year of BBA and its cooperators and contractors, have access to and the right to examine any of the pertinent books, documents, papers, and financial records related to this Agreement including Federal and State information returns.

### **C. Annual Reports**

BBA shall prepare and submit to TBPOC an annual report of BBA's activities after the close of each fiscal year of BBA during the term of this Agreement. The report shall include, but need not be limited to, the following:



1. Statement of achievements during the preceding year; and
2. Description of activities and services offered in furtherance of this Agreement.

## **ARTICLE VIII. HEALTH, SAFETY AND SECURITY**

BBA shall take steps reasonable for an organization of its size to provide for the safety of its employees, contractors, volunteers and the general public in their use of any public property or facilities under this Agreement and to ensure a safe and healthful work environment for its employees, contractors, volunteers and the general public.

## **ARTICLE IX. MISCELLANEOUS**

### **A. Use of Area**

This Agreement is entered into by BBA with the knowledge that the historic, natural and recreational qualities of the Bay Bridge and its environs are to be preserved. BBA shall not use any premises, or exercise any of the rights or privileges herein provided for, except to the extent necessary for the purposes of this Agreement and unless authorized by TBPOC.

### **B. Non-Profit Status**

During the term of this Agreement, BBA shall retain its status as a nonprofit public benefit corporation pursuant to the Nonprofit Public Benefit Corporation Law of the State of California. Loss of this status shall be cause for termination of this Agreement.

### **C. Taxes**

Any and all taxes which may be lawfully levied by the State of California or its political subdivisions upon the property or business of BBA shall be paid by BBA based on terms and conditions imposed by the taxing agent. No delinquencies shall be allowed to accrue. Delinquencies are grounds for termination of this Agreement.

### **D. Officials Not To Benefit**

In connection with the performance of work under this Agreement, BBA agrees not to employ, enter into any contract with, or provide any benefit arising from this Agreement to, employees and/or members of the Board of Directors of BBA or TBPOC members, officers or employees.

### **E. Headings**

The headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

#### F. Invalidity

If any provisions of this Agreement or its application to any person or any circumstances shall be invalid and unenforceable, the other provisions of this Agreement shall not be affected by such invalidity or unenforceability.

#### G. Notices

1. Any notice which BBA may desire or may be required hereunder to give or deliver to TBPOC shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to Chair, Toll Bridge Program Oversight Committee, 101 8th Street, Oakland, CA 94607 or such other person and/or address as TBPOC may designate by written notice to the other parties. The time of delivery of such notice shall be deemed to be the time when the same is received.
2. Any notice which TBPOC may desire or may be required hereunder to give or deliver to BBA shall be deemed sufficiently given or delivered if in writing and sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to President, Bay Bridge Alliance, 3026 Fairview Avenue, Alameda, CA 94501-1742 or such other person and/or address as BBA may designate by written notice to the other parties. The time of the delivery of such notice shall be deemed to be the time when the same is received.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

TOLL BRIDGE PROGRAM  
OVERSIGHT COMMITTEE

BAY BRIDGE ALLIANCE

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Steve Heminger, Chair

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Bobby Winston, President

Approved as to Form

Approved as to form

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\_\_\_\_\_, Counsel

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William Manierre, Counsel

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC)      **DATE:** March 28, 2012

**FR:** Tony Anziano, Toll Bridge Program Manager, Caltrans

**RE:** Agenda No. - 3b

Item- Program Issues  
Public Information Office Contract Update

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**Recommendation:**

For Information Only

**Cost:**

N/A

**Schedule Impacts:**

N/A

**Discussion:**

A verbal update on the Public Information Office contract will be provided at the April 5<sup>th</sup> conference call.

**Attachment(s):**

N/A

## *Memorandum*

**TO:** Toll Bridge Program Oversight Committee (TBPOC) **DATE:** March 28, 2012

**FR:** Tony Anziano – Toll Bridge Program Manager, Caltrans

Peter Lee - Senior Program Coordinator, BATA

**RE:** Agenda No. - 4a

Item- San Francisco-Oakland Bay Bridge Updates  
Oakland Touchdown (OTD) #2 Rebid Update

**Recommendation:**

For Information Only

**Cost:**

N/A

**Schedule Impacts:**

N/A

**Discussion:**

New bids for the Oakland Touchdown #2 contract were opened on March 21, 2012. The apparent low bidder was Flatiron West Inc (see table below). The bids are undergoing review by the Department for technical and DVBE goal responsiveness. Staff will provide an update on the award status of the contract at the TBPOC conference call.

Rank	Bidder	A Value (\$)	B Value (Days)	A+B (\$10.5k per day)
1	FLATIRON WEST INC	\$29,991,639.00	140	\$31,461,639.00
2	MCM CONSTRUCTION INC	\$30,435,448.00	100	\$31,485,448.00
3	CALIFORNIA ENGINEERING CONSTRUCTORS INC	\$30,263,424.90	140	\$31,733,424.90
4	MYERS AND SONS CONSTRUCTION LP	\$30,438,322.00	125	\$31,750,822.00
5	C. C. MYERS INC.	\$29,950,000.00	203	\$32,081,500.00
6	DIABLO CONTRACTORS INC	\$31,961,687.00	200	\$34,061,687.00



## **ITEM 5: OTHER BUSINESS**

**No Attachments**